



DATE

BETWEEN

**CONSCIOUS CARE PUBLISHING PTY LTD
ABN 31 163 555 931**

(PUBLISHER)

AND

**THE PERSON LISTED IN PARAGRAPH 1 OF THE
SCHEDULE TO THIS AGREEMENT**

(AUTHOR)

PUBLISHING AGREEMENT



PARTIES

This is a publishing agreement (“Agreement”) between:

- (a) the person listed in Paragraph 1 of the Schedule to this Agreement (“Author”) and any assignee of the Author’s copyright ownership in the Work; and
- (b) Conscious Care Publishing Pty Ltd ABN 31 163 555 931, registered office at 1/9 Victoria Street, Rockingham WA 6168, Australia (“Publisher”).

INTRODUCTION

- (a) The Author has created the Work.
- (b) The Author wishes to use the services of the Publisher to publish the Work.
- (c) The Author and the Publisher have decided to enter into this Agreement in order to establish the terms and conditions under which the Publisher will provide publishing services to the Author.

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Author means the person specified in the Schedule to this Agreement who is the creator of the Work;

Affiliates means owners, shareholders, officers, directors, managing members, employees, parents, subsidiaries, affiliated companies, licensees, distributors, vendors, subcontractors, advertisers, internet publishers, attorneys, and accountants and any other person or entity to whom Publisher extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights therein or derived there from.

Force Majeure Event means anything outside the reasonable control of a party, including but not limited to acts of God, terrorism, fire, storm, flood, earthquake, explosion, accident, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, transportation embargo, strike, and acts or omissions of any government or government agency.

Insolvent means, in respect of the Publisher, the occurrence of any of the following:

- (a) an application or an order is made for the appointment of an external administrator in respect of the Publisher (unless the application is withdrawn or dismissed within 14 days);
- (b) an application or an order is made for the winding up of the Publisher (unless the application is



withdrawn or dismissed within 14 days); or

- (c) the Publisher is deregistered under section 601AA, 601AB or 601AC of the Corporations Act.

Licensed Materials means the Work, excerpts from the Work, the title of the Work, and information regarding Author and/or the Work.

Manuscript means a draft version of the unpublished Work, including any draft digital file or demonstration of an audio recording.

Mediator means a person appointed or provided in association with the mediation service offered by The Australian Society of Authors and The Arts Law Centre of Australia.

Moral Rights means each right defined as a moral right in Part IX of the *Copyright Act 1968*, and any similar rights capable of protection under the laws of any foreign jurisdiction.

Outgoing has the meaning given to that term in clause 26.4.

Payee has the meaning given to that term in clause 26.4.

Publication Date means the date on which the Work is first published, after the Publishable Work Receipt Date.

Publishable Work Receipt Date means the date that the Work is received by the Publisher from the Author in a form which in the Publisher's opinion is of a quality and standard worthy of being published.

Publishing Order means the form submitted to the Publisher by the Author which sets out the publishing package and/or other services which the Author requires from the Publisher. The publishing package and/or other services are selected from the list provided at the Publisher's website, which for the avoidance of doubt is www.ConsciousCarePublishing.com.au.

Publishing Services means the publishing package and/or other services which the Author has selected and identified in the Publishing Order.

Recipient has the meaning given to that term in clause 26.2.

Revenue has the meaning given to that term in clause 4(c).

Supplier has the meaning given to that term in clause 26.2.

Term means the term of this Agreement, as outlined in clause 9.

Territory means the entire world.

Work means the idea or creation listed in Paragraph 1 of the Schedule to this Agreement and any associated or accompanying illustrations, photographs or other materials that constitute part of the work produced by the Author.

2. PUBLISHING SERVICES

- (a) The Publisher will provide the Publishing Services to the Author on the terms and conditions set out in this Agreement.
- (b) Author may select and purchase additional Publishing Services by submitting an additional Publishing Order.



3. PURCHASE OF ADDITIONAL SERVICES

The Author may, after submitting his or her initial Publishing Order with this Agreement, request to purchase additional Publishing Services relating to the Work from Publisher. The terms of this Agreement will govern any additional Publishing Orders.

4. ROYALTIES

- (a) As consideration for the Publishing Services, the Publisher and the Author will each be entitled to payment of the royalties in the proportions and as set forth in the Schedule.
- (b) As further consideration for the Publishing Services, the Author must also pay to the Publisher a one off submission fee, with such fees to be displayed on the Publisher's website, and the other fees listed in the Schedule.
- (c) Subject to an express provision in this agreement to the contrary, any payment, or amount required to be made under this agreement which is calculated by reference to sales, revenue, income or other amounts received or receivable from a third party (**Revenue**) will be calculated by reference to that Revenue exclusive of GST.

5. COPYRIGHT OWNERSHIP

- (a) Copyright in the Work remains the property of the Author.
- (b) The licence granted to the Publisher under this Agreement is granted for the Term.
- (c) The Publisher agrees to include a copyright notice in accordance with Author's instructions in each copy of the Work and to secure a unique ISBN for each print and eBook version of the Work.
- (d) In addition to any instructions from the Author under clause 5(c) the Publisher must also ensure that the following copyright notice appears in all copies of the Work including all sub-licensed copies:

© [Author's name], [Year of first publication].

6. LICENCE TO PUBLISH AND DISTRIBUTE

6.1 PUBLICATION

The Author grants to the Publisher the non-exclusive and transferrable license within the Territory to print, publish, distribute and sell the Work in print form, audio form or eBook format in any language both:



-
- (a) in whole or in part; and
 - (b) as part of any compilations and collections of works.

6.2 DISTRIBUTION

The Author grants the Publisher:

- (a) the non-exclusive right to exploit the licence granted in clause 6.1 through all such distribution channels (now or hereafter known) within the Territory, including online or electronic distribution channels (e.g., e-retailers, websites, Amazon Kindle, Kindle for iPhone, and the like), as the Publisher deems appropriate;
- (b) right to use, display, and exhibit the Licensed Materials in all media now or hereafter known within the Territory (including all electronic and print media) for the purposes of advertising, marketing and promoting the Work;
- (c) the right to display electronic excerpts of the Work on the Publisher's website, or partner websites that have entered into agreements with Publisher, in order to facilitate promotion, marketing, distribution, and sales of the Work; and
- (d) the right to sub-licence or grant the rights or licences granted in this clause 6 to the Publisher's vendors, subcontractors, licensees and distributors and their respective affiliates.

7. SUBSIDIARY RIGHTS

This Agreement does not grant or convey to the Publisher any intellectual property rights or interests other than those specified in clauses 4, 5, or 6 of the Agreement. Despite the Publisher not being granted any intellectual property rights over subsidiary rights, the subsidiary rights below will remain subject to a payment from the Author to the Publisher as follows:

- (a) The following proportions of the proceeds of the following licences will be paid to the Publisher without deduction of any fees, commissions or expenses:
 - (i) Anthology and quotation rights 20%.
 - (ii) Condensation – magazines and ezines 20% – books 20%.
 - (iii) Paperback or hardback edition licensed to another publisher or book club 20%.
 - (iv) Audio files – books or any form of electronic audio files 20%.

All negotiations and fees paid under this clause 7(a) are to be controlled by the Publisher who will not conclude any sales without the prior approval of the Author (with such approval not to be unreasonably withheld).



-
- (b) The following proportions of the proceeds of the following licences will be paid to the Publisher without deduction of any fees, commissions or expenses:
- (i) Second serial rights (post publication) 20%.
 - (ii) Translation rights 20%.
 - (iii) Reprographic rights 20%.
 - (iv) Radio and TV straight reading 20%.
 - (v) Sound recording 20%.
 - (vi) Reprint under sub-licence in English 20%.
 - (vii) Movie, Theatre or Video 20%.

All negotiations and fees paid under this clause 7(b) are to be controlled jointly by the Publisher and Author, and (where practicable) not to be negotiated without the consent of both.

8. OTHER RIGHTS

All rights not expressly granted to Publisher are reserved to Author.

9. TERM AND RENEWAL

The Term of this agreement is the period commencing on the date of this Agreement and continuing for the full term of the copyright in the Work for each nation or jurisdiction in which the Work is published unless terminated earlier in accordance with this Agreement.

10. TERMINATION

- (a) Neither party may terminate this Agreement within the first 3 years of the Publication Date, except that:
- (i) the Author may terminate the Agreement within the first 3 years of the Publication Date, where the Publisher is in breach of clause 12, and such breach has not been caused directly or indirectly by the actions or omissions of the Author;
 - (ii) the Publisher may terminate the Agreement within the first 3 years of this Agreement, where, in the opinion of the Publisher, the Work is not of a standard that can be published; and
 - (iii) the Publisher may terminate the Agreement within the first 3 years of this Agreement, where, in the opinion of the Publisher, the Author consistently refuses to cooperate with



the Publisher's reasonable requests.

- (b) After the first 3 years of the Publication Date either party may terminate this Agreement at any time and for any reason, whether reasonable or unreasonable, by giving the other party 30 days' written notice of the termination.
- (c) If this Agreement is terminated by the Publisher under clause 10(a)(ii) the Publisher will refund amounts paid by Author as follows:
 - (i) if the Work has been submitted, and after initial review the Publisher decides that it is not of a standard that can be published, even with additional editing, the Publisher will refund 100% of any fees paid by the Author, less a fee of \$AUD150;
 - (ii) if after a first round of editing the Publisher decides that it is not of a standard that can be published, even with additional editing, the Publisher will refund 50% of any fees paid by the Author;
 - (iii) if after three or more rounds of editing the Publisher decides that it is not of a standard that can be published, the Publisher will refund 25% of any fees paid by the Author; and
 - (iv) if 6 months have passed since the date of this Agreement and the Publisher decides that it is not of a standard that can be published, the Publisher will not refund any fees paid by the Author.
- (d) If this Agreement is terminated by the Publisher under clause 10(a)(iii) the Publisher will not be under any obligation to refund any amounts paid by the Author.
- (e) In addition to any damages which may be claimed for breach of contract at common law, if the Author repudiates this Agreement, or attempts or purports to terminate this Agreement within 3 years of the Publication Date, except as allowed under clause 10(a)(i), the Author must pay to the Publisher the amount of any costs (including production, manuscript preparation, editing, printing, advertising, storage and transportation costs) incurred or agreed to by the Publisher in the performance of this Agreement prior to the Publisher receiving the notice of the termination from the Author, and the Author will not be entitled to the refund of any fees paid.
- (f) If this Agreement is terminated by the Author, whether within 3 years of the Publication Date or after 3 years from the Publication Date, the Publisher will remain entitled to the 20% payment payable under clause 7 for various subsidiary rights.

11. SUBMISSION GUIDELINES AND PAYMENTS

The Author agrees to the submission procedures and payment requirements outlined in the Schedule.



12. PUBLICATION

The Publisher will use all reasonable endeavours to meet the deadline for the publication of the Work.

The Publisher intends to publish the Work within 90 days after the Publishable Work Receipt Date, but in no case later than 180 days after the Publishable Work Receipt Date. If the Publisher does not make the Work available within such time the Author may give written notice to the Publisher to make the Work available within 30 days. If the Publisher does not do so, the Author may terminate this Agreement under clause 10(a)(i).

13. PUBLICATION FORMAT

- (a) The Publisher will determine the details and format of publication, including the appearance (including online presentation), price, production and manufacturing of the Work but may seek the input or opinion of the Author.
- (b) The Publisher will retain final discretion over style and formatting of the Work and its cover.
- (c) The Publisher has the exclusive right to determine whether or not to utilise digital rights management (DRM) technology.
- (d) The Author acknowledges that the Author may not utilise the formatted Work, International Standard Book Number (ISBN), and cover with any other Publisher at any time during or after the term of this Agreement.

14. AUTHOR'S CO-OPERATION

14.1 AUTHOR'S PROOF

- (a) The Publisher will provide the Author with a copy of the Work for the Author's approval prior to publication.
- (b) The Author shall have 14 days to proof read or edit the Work and make any suggestions or recommendations to the Publisher.
- (c) The Author shall use reasonable efforts to adhere to the proofing or editing procedures provided by the Publisher to the Author from time to time.
- (d) If the Author does not provide a response to the Publisher within 14 days of receiving the proof copy or edited copy of the Work, the Publisher may terminate this Agreement under clause 10(a)(iii).
- (e) If the Publisher terminates this Agreement under clause 14(d), the Publisher will not be



required to refund any payment made by the Author, or return any submission package or copies of the Work.

14.2 COVER DESIGN

The Publisher reserves the right approve the final book cover design or any illustration accompanying the Work prior to publication of that work.

- (a) If the Author engages the Publisher to provide an 'Elite Cover design service' (as provided by the Publisher's Website), the Author shall provide a sketch and images of artwork for the cover design within 14 days.
- (b) The Publisher will then review the cover design and provide the Author with a revised draft cover design.
- (c) The Author has the right to provide the Publisher with feedback on the draft cover design and to indicate its preferences with regard to the draft cover design.
- (d) The Publisher will take into consideration the Author's comments and feedback and will use its best efforts to collaborate with the Author to agree to the final cover design.
- (e) The final decision on the final cover design shall be made by the Publisher.

14.3 AUTHOR'S PHOTO

- (a) The Author shall at its own cost, provide a photo for marketing purposes to the Publisher.
- (b) The Publisher reserves the right to request the Author provide to the Publisher a different photograph (at the Author's cost) if the Publisher is of the opinion that the original photo provided is not suitable.

14.4 AUTHOR'S BIOGRAPHY

- (a) The Author shall provide to the Publisher any information reasonably required by the Publisher to create an Author biography.
- (b) The Author shall cooperate with the Publisher to draft a suitable biography for the Author.

14.5 AUTHOR'S DOMAIN

In the event that the Author has their own domain name, the Publisher shall provide links to that author domain name from the Publisher's Author Webpage.



15. AUTHOR COPIES AND DISCOUNTS

Author shall be eligible to receive purchase discounts as provided in the Schedule.

16. TITLE AND AUTHOR INFORMATION

- (a) The Publisher may post pertinent information regarding the Author or the Work on Publisher's website, and permit the Publisher's vendors and affiliates to also post such information on their websites.
- (b) The information mentioned in clause 16(a) may include elements of the submission package, such as the Author's biographical information and description of the Work.
- (c) The Publisher may also post or disseminate, on any websites, or in other media, additional information that the Publisher in its discretion believes may help promote the Author or the Work.
- (d) If the Publisher requests that information be provided by the Author in relation to the Author or the Work, the Author agrees to promptly provide the information.

17. PUBLISHER BANKRUPTCY

If Publisher becomes Insolvent, all rights under this Agreement granted to Publisher immediately revert to the Author.

18. MEDIATION

In the event of a dispute between the parties in relation to this Agreement ("Dispute"), the parties agree that, no later than one month after either party notifies the other of the Dispute:

- (a) the Author and the Publisher or their representatives will meet to:
 - (i) identify the issues on which they disagree; and
 - (ii) resolve the disagreement.
- (b) If the disagreement is not resolved within five business days the parties will:
 - (i) appoint a Mediator;
 - (ii) identify in writing the issues to be mediated; and
 - (iii) set a date for a further meeting.
- (c) The parties agree that their intention at any further meeting is to resolve the dispute. If after five business days a resolution has not been reached, either party may resort to litigation.



19. AUTHOR WARRANTIES

Author represents and warrants the following to Publisher:

- (a) the Author is the sole author of the Work and the sole owner of the copyright in the Work;
- (b) the Author either is the sole owner of the copyright in any associated cover or interior graphics supplied by the Author for the Work or has secured written permission (which the Author will furnish to the Publisher together with any required third party credits) to use the same in the Work;
- (c) the Author has full power, authority and right to enter into this Agreement and to grant the rights herein granted;
- (d) the Work does not infringe any existing copyright;
- (e) this Agreement does not conflict with any arrangements, understandings, or agreements between the Author and any other person or entity;
- (f) the Work is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured;
- (g) the Work and all rights therein are free of liens, claims, interests or rights in others of any kind;
- (h) the Work as submitted, and its publication by the Publisher, and the Work's title do not and will not violate or infringe upon any rights of any other person or entity, including, without limitation, copyrights, trademark rights, trade secret rights, other intellectual property rights, contract rights, privacy rights, or publicity rights;
- (i) the Work is not defamatory, slanderous, libelous, or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the Work are not and will not be injurious to any reader, user, or any third person; and
- (j) all information in the submission package is accurate.

20. INDEMNIFICATION

- (a) The Author agrees to indemnify and hold harmless the Publisher, its Affiliates and any seller of the Work from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including, without limitation, reasonable attorney's fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth in clause 19 above.
- (b) All representations, warranties and indemnities made by Author herein shall survive termination of this Agreement.



-
- (c) In defending any such claim, action or proceeding, Publisher shall have the right to defend with attorneys chosen jointly by the Publisher and Author where practicable and to settle the same, and Author shall fully cooperate in the defence thereof.

21. NOTICES

- (a) Except as otherwise provided in clause 21(d) below, all notices must be given in writing and sent by email, fax or overnight courier to the Author's address and fax number specified in the Schedule, or to Publisher's addresses, email and fax number displayed at Publisher's website on the date of the notice.
- (b) Emailed and faxed notices will be deemed given on the date of transmission, provided that for faxed notices the party giving the notice must maintain evidence showing the successful transmission.
- (c) Notices sent by overnight courier shall be deemed given two days after the date of delivery to the courier.
- (d) Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and publication of the Work.

22. ADDITIONAL INSTRUMENTS

The Author agrees to complete and execute the title submission form and Author biographical sketch and all additional instruments reasonably requested by the Publisher to give effect to this Agreement.

23. COPYRIGHT INFRINGEMENT

- (a) If during the term of this Agreement the copyright in the Work is infringed, the Author authorises the Publisher, at the Publisher's sole discretion and expense, to commence an action for copyright infringement in the Author's name.
- (b) Any recoveries from such litigation will be applied first to reimburse the Publisher for its expenses incurred in such litigation and thereafter any remaining balance will be divided equally between the Publisher and the Author.
- (c) The Publisher will have no liability to the Author if the Publisher elects, in its sole discretion, not to commence any action for copyright infringement.
- (d) If the Publisher does not bring an action for copyright infringement, the Author may do so at the Author's sole expense.
- (e) Any recoveries from litigation by the Author will be applied first to reimburse the Author for the



Author's reasonable expenses incurred in such litigation and thereafter any remaining balance will be divided equally between the Author and the Publisher.

24. MARKETING AND PROMOTION

- (a) The Publisher may promote and sell the Work in a professional manner to maximize its market potential.
- (b) The Publisher will give the Author the opportunity to comment on the proposed marketing plan, distribution list for review copies and to suggest publicity leads and ideas that the Publisher may use.
- (c) The Author will be available, on reasonable notice, to assist with the promotion of the Work. The Author will pay the Author's own travel and other expenses.

25. AMENDMENTS

This Agreement may be amended only by written agreement between the parties.

26. GST

26.1 INTERPRETATION

In this clause 26, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) which is not otherwise defined in this agreement has the meaning given to it in that Act.

26.2 GST GROSS UP

All consideration provided under this agreement is exclusive of GST unless it is specifically expressed to be GST inclusive. If a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with this agreement in respect of which GST is payable, the Recipient must pay the Supplier an additional amount equal to the GST payable on the supply. The additional amount must be paid by the Recipient by the later of:

- (a) the date when any consideration for the taxable supply is first paid or provided; and
- (b) the date when the Supplier issues a tax invoice to the Recipient.

26.3 ADJUSTMENT EVENTS

If an adjustment event varies the amount of GST payable by a Supplier under this agreement, the



Supplier must adjust the amount payable by the Recipient to take account of the adjustment event. Any resulting payment must be paid by the Supplier to the Recipient, or the Recipient to the Supplier (as appropriate) within 10 business days of the Supplier becoming aware of the adjustment event. Any payment under this clause is deemed to be an increase or decrease of the additional amount payable under clause 26.2.

26.4 REIMBURSEMENTS

Subject to an express provision in this agreement to the contrary, any payment, reimbursement or indemnity required to be made to a party (the **Payee**) under this agreement which is calculated by reference to an amount paid or payable by the Payee to a third party (**Outgoing**) will be calculated by reference to that Outgoing inclusive of GST, less the amount of any input tax credit which the payee is entitled to claim on that outgoing. The Payee will be assumed to be entitled to a full input tax credit unless it provides evidence otherwise before the date the payment, reimbursement or indemnity is required to be made.

26.5 TAX INVOICE

A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

26.6 CLAUSE SURVIVES TERMINATION

This clause 26 will survive the termination of this agreement by any party.

27. ABN

If a party is entitled to obtain an Australian Business Number (**ABN**) under the *A New Tax System (Australian Business Number) Act 1999* (Cth) the party:

- (a) warrants that it has an ABN and has provided the applicable registration number to each other party; and
- (b) must:
 - (i) continue to have an ABN during the term of this agreement;
 - (ii) quote its ABN on each invoice it provides to another party;
 - (iii) advise each other party in writing immediately if its ABN changes or its ABN is cancelled;and



-
- (iv) indemnify each other party for any loss or damage suffered by another party or any tax, charge, fine, penalty or other impost which the other party incurs or becomes liable to pay, as a result of its breach of any of the warranties contained in this clause.

28. RCTI AGREEMENT

If requested to by the Publisher, the Author will sign the RCTI Agreement in the RCTI Schedule to this Agreement.

29. GOVERNING LAW

This Agreement is governed by the law of the State of Western Australia and both parties agree to submit to the jurisdiction of the courts of the State of Western Australia.

30. ENTIRE AGREEMENT

This Agreement, together with the Schedule and any Publishing Order, represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter.

31. SEVERABILITY

If any term or provision of this Agreement is deemed to be illegal or unenforceable, the remainder of this Agreement will remain in full force and effect and such term or provision is deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable.

32. FORCE MAJEURE

Neither party is liable to the other for any delay or failure to perform its obligations pursuant to this Agreement to the extent that such delay or failure is due to a Force Majeure Event. If the Force Majeure Event prevents either party's performance for 3 consecutive months, the Publisher may, in its sole discretion, elect to terminate the Agreement.

33. MORAL RIGHTS

- (a) The Author consents to the Publisher and its Affiliates carrying out acts or omissions that may otherwise be considered an infringement of any and all Moral Rights that the Author may have in the



Work, presently or in the future.

- (b) If illustrative or ancillary material owned or controlled by third parties is included in the Work, the Author agrees to assist the Publisher to procure the irrevocable consent of such third parties for the Publisher and its Affiliates to carry out acts or omissions that may otherwise be considered an infringement of any and all Moral Rights that such third party may have in their contribution to the Work, presently or in the future.

34. SURVIVAL

Clauses 10, 18, 19, 20, 26, 27, 28, 29 and 30 survive the termination of this agreement by any party.

35. ASSIGNMENT

The Publisher may, at its discretion, assign its rights under this Agreement, in whole or in part, to any third party without the agreement or consent of the Author. Any assignment by Author without Publisher's prior written consent, such consent not to be unreasonably withheld, will be null and void.

36. CONDITIONS PRECEDENT

36.1 APPROVAL OF MANUSCRIPT

It is a condition of entering this Agreement that:

- (a) the Author provides a full and final manuscript to the Publisher 7 days prior to executing this Agreement; and
- (b) the Publisher approves that manuscript for publication.
- (c) For the avoidance of doubt, the Publisher is under no obligation to publish the Work if it has not approved the manuscript.



SIGNING PAGE

Executed as an agreement between:

Executed by Conscious Care Publishing Pty Ltd
ABN 31 163 555 931 in accordance with section
127 of the Corporations Act by authority of its
director Elizabeth Atherton who states that she is
the sole director and the sole company secretary
of the company

**SIGNATURE OF SOLE DIRECTOR AND SOLE COMPANY
SECRETARY ELIZABETH ATHERTON**

Witnessed Director signature in the presence of:

WITNESS NAME :

SIGNATURE OF WITNESS

Signed by Author:

SIGNATURE OF AUTHOR

Witnessed Author signature in the presence of:

WITNESS NAME :

SIGNATURE OF WITNESS



SCHEDULE A

1. AUTHOR'S DETAILS

AUTHOR'S NAME: _____

AUTHOR'S ABN: _____ **(FOR AUSTRALIAN AUTHORS ONLY)**

STREET ADDRESS: _____

CITY/SUBURB: _____

STATE: _____ **POSTCODE/ZIP:** _____

COUNTRY: _____

DATE OF BIRTH: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

BANK ACCOUNT FOR ROYALTY **BSB:** _____ **ACCT NO:** _____

PROVISIONAL TITLE OF WORK: _____

DESCRIPTION OF THE WORK: **(FOR EXAMPLE, LITERARY WORK IN NAMED GENRE INTENDED FOR PUBLICATION, COMPRISING NUMBER OF WORDS ETC, DO NOT INCLUDE ANCILLARY MATERIAL CREATED BY OTHERS E.G. ILLUSTRATIONS)**

COPYRIGHT NO. : _____ **(IF APPLICABLE)**

START DATE OF AGREEMENT: _____

DELIVERY DATE: _____

AUTHOR'S PEN NAME: _____

ESTIMATED RETAIL PRICE:	PRINTED:	E-BOOK:
_____	_____	_____

OTHER CONTRIBUTORS:	NAME:	ROLE:
_____	_____	_____
_____	NAME:	ROLE:
_____	_____	_____
_____	NAME:	ROLE:
_____	_____	_____
_____	NAME:	ROLE:
_____	_____	_____



2. ROYALTIES

(a) Print Royalties

On all sales by the Publisher of printed copies of the Work, the Publisher will pay the Author a royalty as follows:

- On retail, wholesale or consumer sales, excluding sales to the Author, the Publisher will pay the Author a royalty of 80% of the payments the Publisher actually receives from sales of printed copies of the Work, less the cost to print the books and any taxes, shipping charges, returns and other costs associated with publication, distribution and sale of the Work.
- Royalties will not be paid on copies provided free of charge or sold to the Author.

(b) eBook Royalties

On all sales by the Publisher of eBook formats of the Work, the Publisher will pay the Author a royalty as follows:

- On all sales, the Publisher will pay the Author a royalty equal to 80% of the payments the Publisher actually receives from the sales of eBook copies of the Work, less any distribution and technology fees, taxes, returns and other costs associated with publication, distribution and sale of the Work.
- On all eBook loans, the Publisher will pay the Author a royalty equal to 80% of the payments the Publisher actually receives from the lending of eBook copies of the Work, less any distribution and technology fees, taxes, returns and other costs associated with publication, distribution and sale of the Work.
- Royalties will not be paid on copies provided free of charge or sold to the Author.

(c) Audio File Royalties

On all sales by the Publisher of audio file formats of the Work, the Publisher will pay the Author a royalty as follows:

- On all sales, the Publisher will pay the Author a royalty equal to 80% of the payments the Publisher actually receives from the sales of audio file copies of the Work, less any distribution and technology fees, taxes, returns and other costs associated with publication, distribution and sale of the Work.
- On all audio file loans, the Publisher will pay the Author a royalty equal to 80% of the payments the Publisher actually receives from the lending of audio file copies of the Work, less any



distribution and technology fees, taxes, returns and other costs associated with publication, distribution and sale of the Work.

- Royalties will not be paid on copies provided free of charge or sold to the Author.

(d) Royalty Payment

- The Publisher will not pay any advance on royalties to the Author for the Work as detailed in Item 2 (a), 2 (b) and 2 (c) of the Schedule.
- Royalty accounts will be made up monthly and sent to the Author and settled within one month of the end of the previous accounting period covered by the account when the payments are received by the Publisher from the Publisher's Affiliates and distribution channels.
- Any royalties due will be reduced by any outstanding amounts owed by the Author to the Publisher and/or withheld pursuant to governing laws.
- Such accounts will show in detail the number of copies sold, printed, bound, spoiled, given away, and sent out.
- The Publisher must issue its own Recipient Created Tax Invoice (RCTI) to the Author for Royalty Payments. Royalty Payments are calculated exclusive of any GST.

(e) Tax Withholding and Australian Business Number

- All royalty payments will be subject to applicable Australian tax requirements.
- Any Australian based Author will provide the Publisher with all necessary information and documentation to comply with tax requirements including Author's Australian Business Number ("ABN").
- The Publisher will have the right to withhold from royalty amounts owed to the Author any monies required to be deducted or withheld in compliance with the tax code or other governing laws.

3. SUBMISSIONS

Online Submissions are submitted at the Publisher's website in an automated manner. The Author must upload:

- all information requested during the online submission process;
- payment for services (if not previously received);
- a copy of the Work in an electronic format listed as acceptable on the Publisher's website; and



-
- all graphics (if the Author chooses to provide) in an electronic format listed as acceptable on the Publisher's website.
 - The Author must also provide a signed hardcopy of this Agreement by mail to Conscious Care Publishing Pty Ltd, PO Box 776, Rockingham WA 6968, Australia.

Submissions by Mail are sent via Australia Post mail or by express courier. The Author must submit in one package:

- a signed hardcopy of this Agreement;
- a fully completed Publishing Order form;
- payment for services (if not previously received);
- a copy of the Work in an electronic format listed as acceptable on the Publisher's website; and
- all graphics (if the Author chooses to provide) in an electronic format listed as acceptable on the Publisher's website.
- The package must be sent to Conscious Care Publishing Pty Ltd, PO Box 776, Rockingham WA 6968, Australia. The Publisher is not responsible for materials never received or lost in transit.

4. PAYMENTS

- (a) Payment for online submissions and related fees must be made with a major credit card (accepted cards as listed on the Publisher's website) and shall be made to "Conscious Care Publishing Pty Ltd."
- (b) Payment for mail submissions and related fees must be made with a cheque or a major credit card (accepted cards as listed on the Publisher's website) and shall be made to "Conscious Care Publishing Pty Ltd."
- (c) The fees for publishing and related services shall be based on the current information displayed on the submissions area of the Publisher's website.
- (d) When a cheque is used for payment, Author authorises Publisher to present the cheque for payment and proceed with the Publishing Services once payment has been cleared by the Publisher's bank.

5. PRICING

All eBooks will have a default price of \$US9.99 or as agreed in writing by both the Author and Publisher. However, if the paperback format of the Work has a price less than the default price, the Work will be sold at the lower price.

Publisher reserves the exclusive right to modify the price of the paperback, hardcover, and eBook format of Work, at the discretion of the Publisher, should costs change or market conditions warrant. The Publisher will endeavor to give the



Author one months' notice of any price change through the Conscious Care Publishing newsletter. Should a price change occur, the selected royalty percentage will remain the same. The Author may suggest a higher price, however the Publisher will retain final discretion over the price of the Work.

6. AUTHOR DISCOUNTS

(a) Print Copies

The Author shall have the right to purchase copies of the Work at a discount off the list price. Discounts will be available to the Author for single order quantities and shall be based on the current information displayed on the book sales area of the Publisher's website at the time each order is placed. All Author payments must be made in advance. The Publisher will not pay royalties on any sales of the Work to the Author.

(b) eBook Copies

The Author shall have the right to purchase eBook copies of the Work at a discount off the list price of each eBook version of the Work. All Author payments must be made in advance.

7. TITLE MAINTENANCE

After the Publisher has made the Work available for the first 12 month period, the Publisher has the right to charge the Author an annual title maintenance fee for each version of the Work, excluding e-book format, for each additional 12 month period that the Work remains available through the Publisher. The fee will be based on the current information displayed, at the time of the charge. The Publisher may deduct the title maintenance fee from any future royalty payments due to the Author. The charge of the annual title maintenance fee is shown on the ConsciousCarePublishing.com.au website.

8. PRODUCTION FILES

After 3 years have passed since the Publication Date, the Author shall have the right to purchase the text and cover digital production files of the Work in PDF format upon the effective date of termination of this Agreement. The fees for the Author's purchase of such files will be \$AU750 for the interior production files and \$AU750 for the cover files. Upon such purchase by Author, Publisher shall remove all references to Publisher in such digital files prior to delivering them to Author.



RCTI SCHEDULE

FOR AUSTRALIAN RESIDENT AUTHORS AGREEMENT FOR THE ISSUE OF RECIPIENT CREATED TAX INVOICES IN ACCORDANCE WITH THE NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999

Between

Conscious Care Publishing Pty Ltd (**Recipient**)
ABN : 31 163 555 931
33 Crompton Road, Rockingham WA 6168

And

(**Supplier**)

Terms and Conditions

The Supplier and Recipient agree that:

1. The Recipient can issue tax invoices in respect of supplies made by the Supplier;
2. The Supplier will not issue tax invoices in respect of supplies made by the Supplier;
3. The Supplier acknowledges that it is registered for GST when it enters into this Agreement and it will notify the Recipient if it ceases to be registered; and
4. The Recipient acknowledges that it is registered for GST when it enters into this Agreement and it will notify the Supplier if it ceases to be registered.

Executed by Conscious Care Publishing Pty Ltd **ABN** 31 163 555 931 in accordance with section 127 of the Corporations Act by authority of its director Elizabeth Atherton who states that she is the sole director and the sole company secretary of the company

SIGNATURE OF SOLE DIRECTOR AND SOLE COMPANY

SECRETARY ELIZABETH ATHERTON

Witnessed Author signature

in the presence of:

SIGNATURE OF WITNESS

Signed by Author:

SIGNATURE OF AUTHOR

Witnessed Author signature

in the presence of:

SIGNATURE OF WITNESS



FOR INTERNATIONAL AUTHORS
AGREEMENT FOR THE ISSUE OF RECIPIENT CREATED TAX INVOICES
IN ACCORDANCE WITH THE NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999

Between

Conscious Care Publishing Pty Ltd (**Recipient**)
ABN : 31 163 555 931
33 Crompton Road, Rockingham WA 6168

And

(Supplier)

Terms and Conditions

The Supplier and Recipient agree that:

1. The Supplier is not registered for GST when it enters into this Agreement but it will notify the Recipient if it becomes registered;
2. The Recipient acknowledges that it is registered for GST when it enters into this Agreement and it will notify the Supplier if it ceases to be registered;
3. If both parties become registered for GST the Recipient can issue tax invoices in respect of supplies made by the Supplier; and
4. If both parties become registered for GST the Supplier will not issue tax invoices in respect of supplies made by the Supplier.

Executed by Conscious Care Publishing Pty Ltd **ABN** 31 163 555 931 in accordance with section 127 of the Corporations Act by authority of its director Elizabeth Atherton who states that she is the sole director and the sole company secretary of the company

SIGNATURE OF SOLE DIRECTOR AND SOLE COMPANY
SECRETARY ELIZABETH ATHERTON

Witnessed Author signature

in the presence of:

SIGNATURE OF WITNESS

Signed by Author:

SIGNATURE OF AUTHOR

Witnessed Author signature

in the presence of:

SIGNATURE OF WITNESS